IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No. 4893 of 2001
Date of Decision: December 21, 2007

Sanjeev Kalra .....Petitioner

Versus

Satte Bank of India and another .....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA
HON'BLE MR. JUSTICE MOHINDER PAL

Present: None for the petitioner.

Shri Ashok Gupta, Advocate, for the respondents.

1. Whether Reporters of local papers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

HEMANT GUPTA, J.

The petitioner, who was working as a Senior Assistant with the respondent-Bank, applied for voluntary retirement on 25.1.2001 in terms of the State Bank of India Voluntary Retirement Scheme (for short `the Scheme').

The offer of the petitioner to seek voluntary retirement was accepted by the respondent-Bank on 12.3.2001. The grievance of the petitioner is that he has withdrawn his offer for voluntary retirement on 15.2.2001. Therefore, the acceptance in respect of his offer for voluntary retirement submitted on 25.1.2001 is illegal.

It is the case of the petitioner that he has submitted his

request for withdrawal of offer for voluntary retirement on 15.2.2001 (P.3), but the said letter is purportedly sent Under Postal Certificate (UPC). The petitioner is an employee working in the same office in which the application was to be submitted, therefore, the application for withdrawal of voluntary retirement Under Postal Certificate, does not inspire any confidence of being submitted. It is only on 24.3.2001 that the petitioner submitted an application for withdrawal of his voluntary retirement. In the said application, the petitioner has not referred to the request for withdrawal of the offer submitted on 15.2.2001. Therefore, the withdrawal of the petitioner from the Scheme is after the communication of the acceptance. The acceptance of offer for voluntary retirement was before the petitioner could be relieved from duty on 31.3.2001.

Once, the offer of the petitioner to seek retiral benefits has been accepted and communicated, the petitioner cannot be permitted to withdraw his offer in view of the judgment of the Hon'ble Supreme Court in **Bank of India and others v. O.P. Swarankar etc. 2003(1) SLR 1**, wherein it was held to the following effect:-

> "The submission of learned Attorney General that as soon as an offer is made by an employee, the same would amount to resignation in praesenti cannot be accepted. The scheme was in force for a fixed period. A decision by the authority was required to be taken and *till a decision was taken, the jural relationship of employer and employee continued and the concerned employees would have been entitled to payment of all salaries and*

> *allowances etc. (emphasis supplied).* Thus, it cannot be said to be a case where the offer was given in praesenti but the same would be prospective in nature keeping in view of the fact that it was come into force at a later date and that too subject to acceptance thereof by the employer. We, therefore, are of the opinion that the decision of this Court, as referred to herein before, shall apply to the facts of the present case also."

The Hon'ble Supreme Court in the aforesaid case has found that the Scheme is contractual in nature and the offer for voluntary retirement is to be submitted by an employee. Once, the offer has been accepted and acceptance conveyed to the petitioner, the concluded contract has come into existence, which cannot be permitted to be reopened. The said aspect has been examined in detail in in CWP No. 14325 of 2001 (M.P. Hallan Vs. State Bank of India and others), wherein the offer to withdraw from the voluntary retirement after the same was communicated, was found to be without any merit. The reasons recorded therein are applicable with full force in the present case as well.

In view of the above, we do not find any merit in the present writ petition. Hence, the same is dismissed.

(HEMANT GUPTA)
JUDGE

(MOHINDER PAL)
JUDGE

December 21, 2007
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